

Wochnick, Heather M CIV USN (US)

From: Callaway, Rex CIV NAVFAC SW
Sent: Wednesday, December 01, 2010 17:43
To: Macchiarella, Thomas L CIV OASN (EI&E), BRAC PMO West
Subject: FW: Draft HPS Parcel B CRUP
Attachments: HPS.CRUP.B.1.2 RLE and RKM comments_12-1-10.doc

(b) (5)

[REDACTED]

[REDACTED]

-----Original Message-----

From: Ryan Miya [mailto:RMiya@dtsc.ca.gov]
Sent: Wednesday, December 01, 2010 14:38
To: Callaway, Rex CIV NAVFAC SW
Cc: Robert Elliott; carr.robert@epa.gov; Ripperda.Mark@epamail.epa.gov; Cummins, John M CIV NAVFAC SW; Ross Steenson
Subject: Re: Draft HPS Parcel B CRUP

Rex,
Attached please find my comments (now included with Bob E's, incorporated into track changes) to the CRUP. I thought that would be the best so that you have all DTSC comments presented in a single document. Let me know if that works for you or not.

I have received word from RWQCB that they do not intend to be a signatory on the document at this time, and have incorporated that into the comments. Also, I am in the process of getting clarification internally as to who will be signing for us (DTSC). I put my supervisor as a placeholder for now, but it may end up being me.

Thanks,
Ryan

Ryan Miya
Senior Hazardous Substances Scientist
Brownfields and Environmental Restoration Program - Berkeley Office Department of Toxic Substances Control 700
Heinz Avenue Berkeley, CA 94710-2721
Phone: 510-540-3775
FAX: 510-540-3819

>>> Robert Elliott 11/24/2010 12:27 PM >>>
Hi Rex,

Here's my first go at the covenant. I need to review LUC RD before I can appropriately address Article IV. In addition, Ryan, Mark, and Bob may have comments as well. I am fine with this going out to the larger group any time as long as they understand that there is still work to be done on it. I think I have addressed those issues in my comments in the covenant.

Have a Happy Thanksgiving,
Bob

Robert L. Elliott
Senior Staff Counsel
(916) 327-6105

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>>> "Callaway, Rex CIV NAVFAC SW" <rex.callaway@navy.mil> 11/18/10 3:40

>>> PM >>>

Bob:

I have attached the Navy draft HPS Parcel B CRUP for your review. You will quickly notice that it is patterned on the current draft El Toro FOST 6 CRUP. What do you think about the CRUP being expanded to also cover Parcel G? The land use restrictions should be the same because the remedy is the same. It seems like that would be an efficient approach.

Could you please send us comments by COB Tuesday, November 30? That would give us some time to work through your comments so the Navy can meet its Action Item" commitment to send the draft CRUP to the larger group on December 9. Let's touch base next week!

-Rex

RECORDING REQUESTED BY:

United States Navy
BRAC Program Management Office West
1455 Frazee Road, Suite 900
San Diego, California 92109-4310
Attention: William R. Carsillo
Real Estate Contracting Officer

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, CA 94710
Attention: Ryan Miya
Senior Hazardous Substances Scientist

United States Environmental Protection
Agency Region IX
75 Hawthorne Street,
Mail Code SFD-6-2
San Francisco, California 94105-3901
Attention:

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Former Hunters Point Shipyard)
Parcel B
EPA I.D. No. CA1170090087)

This Covenant and Agreement ("Covenant") is made by and between the United States of America acting by and through the Department of the Navy ("DON, or the Covenantor"), the current owner of certain property, situated in the City of San Francisco, State of California, described in Exhibit "A" and depicted in Exhibits "B" and "C" as the Hunters Point Shipyard

1 (“HPS”) Parcel B General Area Requiring Institutional Controls (“General ARIC”) and Volatile
2 Organic Compound (“VOC”) ARIC which are attached and incorporated herein by this reference
3 (the “Property”), and the California Environmental Protection Agency, Department of Toxic
4 Substances Control (“Department”). The Covenantor and the Department (collectively referred
5 to as the "Parties") intend that the use of the Property be restricted as set forth in this Covenant,
6 in order to protect human health, safety and the environment. The Parties have determined that
7 this Covenant is reasonably necessary to protect present or future human health or safety or the
8 environment as a result of the presence on the land and in the groundwater of hazardous material
9 as defined in California Health and Safety Code (“Health and Safety Code”) section 25260, and
10 enters into this Covenant in accordance with Health and Safety Code section 25355.5, California
11 Civil Code section 1471, and California Code of Regulations, title 22 section 67391.1. In
12 addition, pursuant to Comprehensive Environmental Response, Compensation, and Liability Act
13 (“CERCLA”) section 104 (42 United States Code (“U.S.C.”) § 9604), as delegated to the
14 Covenantor by Executive Order 12580 (as amended) ratified by Congress in 10 U.S.C. section
15 2701 et seq., and implemented by the National Oil and Hazardous Substances Pollution
16 Contingency Plan (“NCP”), 40 Code of Federal Regulations Part 300, and implementing
17 guidance and policies, the Covenantor has also determined that this Covenant is reasonably
18 necessary to protect present or future human health or safety or the environment as the result of
19 the release of hazardous substances as defined in CERCLA section 101(14) (42 U.S.C. §
20 9601(14)).

21 The provisions of this Covenant shall also be for the benefit of, and shall be enforceable
22 by, the United States Environmental Protection Agency ("U.S. EPA"), as a third party

beneficiary pursuant to general contract law, including, but not limited to, Civil Code Section 1559.

The Covenantor currently has legal title and interest in the Property sufficient to enter into and record this Covenant and to provide for continuing enforcement of the restrictions contained in this Covenant. This Covenant shall be enforceable against the Property and any portion thereof in that it shall run with the land to all successors and assigns as provided in this Covenant. Nothing in this Covenant shall be construed to establish a contractual commitment, warranty, or guarantee by the Covenantor that the Owner(s) or Occupant(s) will comply with the terms and conditions of the Covenant.

ARTICLE I

STATEMENT OF FACTS

1.01 The Parcel B General ARIC, which includes all of Parcel B at HPS with the exception of Installation Restoration (“IR”) Sites 7 and 18 and totals approximately 40 acres, is more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein by this reference. The Parcel B General ARIC is located in the northern portion of the former HPS. The Parcel B VOC ARIC covers approximately (xx) acres and is located within the larger Parcel B General ARIC and is depicted in Exhibit “C” attached hereto and incorporated herein by this reference.

1.04 The former HPS was listed on the U.S. Environmental Protection Agency (“U.S. EPA”) National Priorities List under CERCLA in November 1989. The Defense Environmental Restoration Program, codified as 10 U.S.C. 2701-2709, gave the Department of Defense

1 (“DoD”) Environmental Restoration Program statutory status. On January 22, 1992, the
2 Covenantor entered into a Federal Facility Agreement (“FFA”) with the State of California
3 Department of Health Services (predecessor to the “Department of Toxic Substances Control” or
4 “Department”), U.S. EPA, and the San Francisco Bay Regional Water Quality Control Board
5 (“RWQCB”). The FFA establishes a procedural framework for developing, implementing, and
6 monitoring appropriate response actions at the former HPS in accordance with CERCLA and
7 other applicable state or federal laws.

8 1.05 The portion of Parcel B applicable to this Covenant is a 40-acre parcel of land
9 located on the north side of the former HPS and contains the following Installation Restoration
10 (“IR”) sites: IR-10, IR-20, IR-23, IR-24, IR-26, IR-31, IR-42, IR-60, IR-61 and IR-62. Parcel B
11 was investigated by the Covenantor as provided in the FFA. In January 2009, the Covenantor
12 issued a Record of Decision (“ROD”) for Parcel B soil and groundwater (“Parcel B ROD”). The
13 FFA signatories concurred with the Parcel B ROD pursuant to CERCLA and the FFA (*Final*
14 *Amended Parcel B Record of Decision, Hunters Point Shipyard, San Francisco, California,*
15 *January 14, 2009*). The chemicals of concern on Parcel B for soil are heavy metals, volatile
16 organic compounds (VOC), semivolatile organic compounds (SVOC), pesticides,
17 polychlorinated biphenyls (PCB), and radionuclides. The chemicals of concern for Parcel B for
18 groundwater are VOCs and SVOCs. The radionuclides of concern are radium-226, cesium-137,
19 strontium-90, cobalt-60, and plutonium-239.

20 The Parcel B ROD selected remedy for chemicals of concern in soil consists of the
21 following components: 1) excavate contaminated soil, 2) dispose of contaminated soil off-site,
22 3) place clean backfill in excavated areas, 4) install durable covers over entire parcel to prevent
23 contact with chemicals of concern that are not excavated, 5) install soil vapor extraction system at

IR Site 10 to remove VOCs from soil, 6) implement Institutional Controls (“ICs”) for VOCs across most of Parcel B, 6) install revetment along a portion of the shoreline, and 7) implement ICs to maintain the integrity of the covers as well as where the covers meet the shoreline.

The Parcel B ROD selected remedy for groundwater consists of the following components: 1) groundwater treatment of VOCs through injection of a biological amendment, 2) groundwater treatment through injection of an organo-sulfur compound to immobilize heavy metals, 3) groundwater monitoring, and 4) implement ICs to ensure the integrity of the remedy.

The following remedies were selected in the Parcel B ROD concerning radionuclides in structures and soil: 1) decontaminate contaminated structures and dismantle them if necessary; 2) excavate radiologically impacted storm drain and sanitary sewer lines; 3) obtain unrestricted closure for all radiologically impacted areas and structures in Parcel B except for the radiologically impacted portion of IR Sites 7 and 18 and Building 140; and 5) implement ICs to ensure the integrity of the remedy. The Covenantor has achieved, and the FFA Signatories have approved, unrestricted closure for all radiologically impacted areas and structures in Parcel B, except for IR Sites 7 and 18 and Building 140. Therefore ICs do not need to be implemented to address radionuclides in the Parcel B General ARIC as documented in the Parcel B RACR dated xx/xx/xx.

ICs are necessary to protect human health and the environment, and to maintain the integrity of the remedy until the remedial action objectives are achieved, or until such actions are no longer considered necessary pursuant to CERCLA. The *Final Remedial Design Package for Parcel B (Excluding Installation Restoration Sites 7 and 18)*, dated (xx/xx/xx) (“Final RD”) establishes the operational guidance for implementation of the final remedy as presented in the Parcel B ROD. The Final Land Use Control RD (LUC RD) provides information on how the

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institutional controls portion of the remedy will be implemented and maintained (*Land Use Control Remedial Design Parcel B (Excluding Installation Restoration Sites 7 and 18)*, (insert date when LUC RD is finalized)).

1.06 The Covenantor issued a Finding of Suitability for Early Transfer (“FOSET”) (*“Finding of Suitability for Early Transfer of Parcels B and G” dated xx/xx/xx*) to support transfer of the Property prior to completion of all remedial actions. This type of transfer is subject to Section 120(h)(3)(C) of CERCLA and requires a determination by the U.S. EPA, with the concurrence of the Governor, that the property is suitable for early transfer. CERCLA Section 120(h)(3)(C)(i)(II) requires that the deed or other agreement governing the transfer contain, among other things, assurances that provide for any necessary restrictions on the use of the property to ensure the protection of human health and the environment. The restrictions in the quitclaim deed for the Property and this Covenant satisfy that requirement. U.S. EPA approved the Covenant Deferral Request in the (add title and date) and the Governor concurred in the (add title and date).

ARTICLE II

DEFINITIONS

2.01 Covenantor. “Covenantor” shall mean the United States of America acting through the DON.

2.02 Department. “Department” shall mean the California Environmental Protection Agency Department of Toxic Substances Control and includes its successor agencies, if any.

2.03 U.S. EPA. “U.S. EPA” shall mean the United States Environmental Protection Agency and includes its successor agencies, if any.

2.04 FFA. “FFA” shall mean the Federal Facility Agreement among the DON
(Covenantor), the Department, U.S. EPA, and RWQCB.

2.05 FFA Signatories. “FFA Signatories” shall mean the agencies that signed the FFA.

2.06 Occupant. “Occupant” shall mean any person or entity entitled by leasehold or
other legal relationship to the right to occupy any portion of the Property.

2.07 Owner. “Owner” shall mean the Covenantor’s successors in interest, and their
successors in interest, including heirs and assigns, during their ownership of all or any portion of
the Property.

2.08 RWQCB. “RWQCB” shall mean the California Regional Water Quality Control
Board, San Francisco Bay Region and includes its successor agencies, if any.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions,
covenants, restrictions, and conditions (collectively, “Restrictions”), subject to which the
Property and any associated monitoring and other equipment shall be improved, held, used,
occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are to be
construed to be consistent with the separate Restrictions placed in the deed by and in favor of the
Covenantor, conveying the Property from the Covenantor to its successor in interest. Each and
every Restriction: (a) runs with the land in perpetuity pursuant to Health and Safety Code section
25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each
and every portion of the Property; (c) shall apply to and bind all subsequent Owners and
Occupants of the Property; (d) is for the benefit of, and is enforceable by the Department, and (e)

is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Occupants. Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assigns, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03 Incorporation into Deeds, Leases, and/or Rental Agreements. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, and/or rental agreements for any portion of the Property to which they are in effect and applicable.

3.04 Conveyance of Property. At least 30 days prior to conveyance of the Property to any other agency, person, and/or entity by the Owner, the Owner shall provide notice to the FFA signatories of such intended conveyance. This notice shall describe the mechanism by which Restrictions will continue to be implemented, maintained, inspected, reported, and enforced. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.05 Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. These costs shall be paid by the Owner or on the Owner's behalf by another party pursuant to California Code of Regulations, title 22, section 67391.1(h). The Owner is

ultimately responsible for costs incurred pursuant to this Section 3.05 if such costs are not paid by another party on the Owner's behalf.

3.06 Transfer of Property to Multiple Owners. The Owner shall, prior to transfer, propose a mechanism for the Department's approval that will provide for performance of the obligations set forth in Sections 3.04 and 4.03 of this Covenant by a single entity on behalf of multiple Owners of the Property if the Property is subdivided into more than two separate subparcels creating either of the following conditions: (1) there will be more than two Owners of different subparcels on the Property, or (2) any of the subparcels will become a common interest development as defined in Section 1351 of the California Civil Code or would in any other way become subject to multiple separate ownership interests.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

4.01 Land Use Restrictions. The following Restrictions shall apply to the General ARIC for the Property:

1. The following activities are prohibited throughout Parcel B:

a. Growing vegetables or fruits in native soil for human consumption.

b. Use of groundwater.

2. Unless prior written approval is granted by the FFA signatories as provided in the

Post-Remedial Action Completion Report (RACR) Risk Management Plan dated

xx/xx/xx, the following land uses are prohibited within areas of the Property

designated for open space, educational/cultural, and industrial land uses by the San

Francisco Redevelopment Agency's reuse plan:

- a. A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation,
- b. A hospital for humans,
- c. A school for persons under 21 years of age, or
- d. A day care facility for children.

3. The following activities are prohibited throughout Parcel B, unless prior written approval for these activities is granted by the FFA signatories as provided in the *Post-RACR Risk Management Plan dated xx/xx/xx*,

- a. “Land disturbing activity,” which includes, but is not limited to: (1) excavation of soil, (2) construction of roads, utilities, facilities, structures, and appurtenances of any kind, (3) demolition or removal of “hardscape” (for example, concrete roadways, parking lots, foundations, and sidewalks), (4) any activity that involves movement of soil to the surface from below the surface of the land, and (5) any other activity that causes or facilitates movement of known contaminated groundwater. Land disturbing activities are not intended to include placement of additional clean, imported fill on top of the cover that the Navy will construct at Parcel B.
- b. Alteration, disturbance, or removal of any component of a response or cleanup action (including but not limited to revetment walls and shoreline protection and soil cap/containment systems); groundwater extraction, injection, and monitoring wells and associated piping and equipment; or associated utilities.

c. Extraction of groundwater and installation of new groundwater wells with the exception of environmental sampling and monitoring requirements as described in the Remedial Action Monitoring Plan for Parcel B dated xx/xx/xx.

d. Removal of or damage to security features (for example, locks on monitoring wells, survey monuments, fencing, signs, or monitoring equipment and associated pipelines and appurtenances).

4. Construction of enclosed structures. Risk to human health may exist from potential intrusion of VOC vapors into structures built at Parcel B in areas outside of Redevelopment Block 4. Consequently, this area is included in the Parcel B VOC ARIC.

a. Any proposed construction of enclosed structures within the Parcel B VOC ARIC must be approved by the FFA Signatories prior to construction in order to ensure that potential unacceptable risk from VOC vapors is reduced to acceptable levels. Enclosed structures within the Parcel B VOC vapor ARIC shall not be occupied until the Owner has requested and obtained FFA signatory approval (through approval of a Remedial Action Completion Report or similar document) that any necessary engineering controls or design alternatives have been properly constructed and that VOC vapor risk levels are acceptable.

b. Alternatively, the ARIC for VOC vapors may be modified by the FFA signatories as the soil contamination areas that are producing unacceptable vapor inhalation risks are reduced over time or in response to further soil, vapor, and groundwater sampling and analysis for VOCs that establishes that areas now included in the ARIC for VOC vapors do not pose an unacceptable potential exposure risk due to VOC vapors.

5. This CRUP and quitclaim deed may be amended from time to time to incorporate amended RMPs. The Parcel B *Pre- and Post- RACR Risk Management Plans* (RMPs) dated xx/xx/xx and yy/yy/yy, respectively, will set forth certain requirements or protocols that, if followed, will allow certain activities that are otherwise restricted to be performed without additional approval by the FFA signatories. The Pre- and Post- RMPs will be attached to the quitclaim deed for the Property.

4.02 Access. The FFA signatories, and their authorized agents, employees, contractors, and subcontractors shall have reasonable right of entry and access to the Property to conduct long-term monitoring, investigations, sampling, surveys, inspections and maintenance, or construct, operate, and maintain the remedial action described in the ROD; or undertake any other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.03 Inspection and Reporting Requirements. The Owner, or another party on the Owner's behalf, shall conduct annual site inspections and provide to the Covenantor and other FFA signatories an annual IC Compliance Monitoring Report and Certificate for Parcel B consistent with the form attached hereto as Exhibit D unless and until all ICs are terminated at

the site. Inspections and monitoring requirements are discussed in the (add reference to the final LUC RD by title and date).

The annual report shall also address whether the Restrictions were communicated in the deed(s), whether the owners and state and local agencies were notified of the Restrictions affecting the property, and whether use of the property has conformed with such Restrictions. In addition, should any actions inconsistent with selected Restrictions be discovered during the annual site inspection, the Owner will provide to the Covenantor and other FFA signatories, along with the required IC Compliance Monitoring Report and IC Compliance Certificate, a separate written explanation indicating the specific actions inconsistent with selected Restrictions found and what efforts or measures have been or will be taken to correct those actions.

After recording of the Covenant, annual IC Compliance Monitoring Reports and IC Compliance Certificates shall be sent by United States mail, postage paid, certified, return receipt requested to the Covenantor, the Department, U.S. EPA, and the RWQCB by January 15th of each calendar year unless the FFA signatories agree to change this requirement.

The Owner will notify the Covenantor and other FFA signatories within 5 working days of the Owner's discovery of any actions inconsistent with Restrictions and include in the notification a written explanation indicating the specific actions inconsistent with Restrictions found and what efforts or measures have been or will be taken to correct those actions.

The Owner, or another party on the Owner's behalf, shall work with the Covenantor, the Department, U.S. EPA, and the RWQCB to correct the problem(s) discovered. The Owner is ultimately responsible for the requirements of this Section 4.03. The Owner shall cooperate with and assist as necessary any entity that is obligated to perform the requirements required by this Section 4.03.

ARTICLE V

ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to the Property shall be grounds for the Department by means of this covenant to require that the Owner modify or remove any improvements ("Improvements" herein shall include, among other things, all earthen fills, caps, piers, structures, buildings, roads, driveways, paved parking areas, and landscaping) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant by the Owner or Occupant may result in the imposition of civil and/or criminal remedies including nuisance or abatement against the Owner or Occupant as provided by law.

5.02 Enforcement Rights of U.S. EPA as a Third Party Beneficiary. U.S. EPA, as a third party beneficiary, has the right to enforce the Restrictions contained herein.

ARTICLE VI

VARIANCE AND TERMS

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, may apply to Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233. The Department will grant the variance only after finding that such a variance would be protective of human health, safety, and the environment and in coordination with the FFA signatories.

6.02 Termination. The Owner, or with the Owner's consent, any occupant, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the property. Such application shall be made in accordance with

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Health and Safety Code section 25234. No termination of the Restrictions or other terms of this Covenant shall extinguish or modify the retained interest held by the United States.

6.03 Term. This Covenant shall run with the land and continue in effect in perpetuity unless ended in accordance with the Termination Paragraph 6.02 above, by law.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant, including all Exhibits, in the County of San Francisco within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:	United States Navy BRAC Program Management Office West 1455 Frazee Road Suite 900 San Diego, CA 92108 Attention: Director
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To Department:	Department of Toxic Substances Control 700 Heinz Avenue
----------------	------------------------------------------------------------

November 18, 2010

Berkeley, CA 94710

Attention: Hunters Point Shipyard Project Manager

To Transferee:

(add address, title)

To U.S. EPA:

United States Environmental Protection Agency Region IX

75 Hawthorne Street, Mail Code SFD-6-2

San Francisco, California 94105-3901

Attention: Former Hunters Point Shipyard Remedial Project

Manager

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.04 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference. Exhibits include:

Exhibit A – Parcel B General ARIC Legal Description

Exhibit B – Property Diagram (Includes General ARIC, Parcel B)

Exhibit C – VOC ARIC Description

Exhibit D – IC Compliance Monitoring Report & IC Compliance Certificate

7.06 Section Headings. The Section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

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1 7.07 Representative Authority. The undersigned representative of each party to this
2 Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this
3 Covenant and to execute and legally bind that party to this Covenant.

4 7.08 Statutory References. All statutory references include successor provisions.
5
6

7 IN WITNESS WHEREOF, the Parties execute this Covenant.

8 COVENANTOR:
9

10 UNITED STATES OF AMERICA,
11 Acting by and through the Department of the Navy
12
13

14 By: _____
15 WILLIAM R. CARSILLO
16 Real Estate Contracting Officer
17

18 Date: _____
19

20 CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL
21
22

23 By: _____
24 DENISE TSUJI
25 Supervising Hazardous Substances Scientist
26

27 Date: _____